

1 DAVID CHIU, State Bar # 189542  
City Attorney  
2 YVONNE R. MERE, State Bar # 173594  
Chief Deputy City Attorney  
3 SARA J. EISENBERG, State Bar # 269303  
Chief of Complex & Affirmative Litigation  
4 JAIME M. HULING DELAYE, State Bar  
# 270784  
5 JOHN H. GEORGE, State Bar # 292332  
Deputy City Attorneys  
6 Fox Plaza  
1390 Market Street, Sixth Floor  
7 San Francisco, CA 94102  
Telephone: (415) 554-3874  
8 sara.eisenberg@sfcityatty.org

9 *Attorneys for Plaintiffs*

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13 UNITED STATES DISTRICT COURT  
14 NORTHERN DISTRICT OF CALIFORNIA  
15

16 THE CITY AND COUNTY OF SAN  
17 FRANCISCO, CALIFORNIA and THE  
PEOPLE OF THE STATE OF CALIFORNIA,  
18 Acting by and through San Francisco City  
Attorney DAVID CHIU,

19 Plaintiffs,

20 v.

21 PURDUE PHARMA L.P., et al.

22 Defendants.  
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Case No. 3:18-cv-7591-CRB

**CONSENT JUDGMENT AND  
STIPULATION OF DISMISSAL WITH  
PREJUDICE**

1           **WHEREAS**, the City and County of San Francisco (“San Francisco”) and the People of the  
 2 State of California, acting by and through San Francisco City Attorney David Chiu (“the People”)  
 3 (together, “Plaintiffs”) brought the above-captioned action (the “Action”) against Defendants  
 4 Allergan Finance, LLC (f/k/a Actavis, Inc., which, in turn, was f/k/a Watson Pharmaceuticals, Inc.)  
 5 and Allergan Limited (f/k/a Allergan plc, which, in turn, was f/k/a Actavis plc), Allergan Sales,  
 6 LLC, and Allergan USA, Inc. (collectively, “Settling Defendants”), alleging claims sounding in  
 7 public nuisance and unlawful, unfair, and fraudulent business practices, as set forth in the First  
 8 Amended Complaint, a copy of which is attached hereto as Exhibit A, filed on March 13, 2020;

9           **WHEREAS**, Settling Defendants deny these allegations and deny all liability to Plaintiffs;

10           **WHEREAS**, Plaintiffs and Settling Defendants (collectively, the “Settling Parties” and  
 11 each a “Party”) entered into a consensual resolution of the Action as between them pursuant to a  
 12 settlement agreement entitled Allergan San Francisco Opioid Settlement Agreement, executed  
 13 September 18, 2023 (the “Allergan-San Francisco Agreement”), a copy of which is attached hereto  
 14 as Exhibit B;

15           **WHEREAS**, each Party warrants and represents that it engaged in arm’s-length  
 16 negotiations between themselves in good faith and that in executing the Allergan-San Francisco  
 17 Agreement, the Parties intend to effect a good-faith settlement;

18           **WHEREAS**, the Allergan-San Francisco Agreement becomes effective by its terms upon  
 19 the entry of this Final Consent Judgment (the “Judgment” or “Order”) without the adjudication of  
 20 any issue of fact or law as to Settling Defendants arising from the Action, and without any finding  
 21 or admission of wrongdoing or liability of any kind by Settling Defendants;

22           **WHEREAS**, Settling Defendants are willing to enter into this Order to resolve the  
 23 Plaintiffs’ claims under California statutory and common law as to the matters addressed in this  
 24 Order and thereby avoid significant expense, inconvenience, and uncertainty;

25           **WHEREAS**, Settling Defendants are entering into this Order solely for the purpose of  
 26 settlement, and nothing contained herein may be taken as or construed to be an admission or  
 27 concession of any violation of law, rule, regulation, or ordinance, or of any other matter of fact or  
 28 law, or of any fault, liability, or wrongdoing, all of which the Settling Defendants deny;

1       **WHEREAS**, pursuant to the Allergan-San Francisco Agreement, the Abatement Payment  
 2 is \$10,156,888.70, which shall be used exclusively for Opioid Remediation, as defined in the  
 3 contemporaneously filed settlement agreements between San Francisco, Teva, and Walgreens, and  
 4 paid according to the schedule and terms set forth in Section III of the Allergan-San Francisco  
 5 Agreement;

6       **WHEREAS**, pursuant to the Allergan-San Francisco Agreement, the Attorney Fees and  
 7 Costs Amount shall be the combined of \$1,174,206 for internal fees and costs of the San Francisco  
 8 City Attorney (“Internal Fees and Costs Amount”) and \$1,585,179.30 for all other attorneys’ fees  
 9 and costs (“Outside Counsel Fees and Costs Amount”), according to the schedule and terms set  
 10 forth in Section III of the Allergan-San Francisco Agreement; and

11       **WHEREAS**, the Parties consent to this Court retaining continuing jurisdiction for the  
 12 limited purpose of enforcing the Allergan-San Francisco Agreement and this Consent Judgment;

13       **NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED**  
 14 **THAT:**

15       1.       The Parties to the Allergan-San Francisco Agreement are the City and County of  
 16 San Francisco and the People of the State of California, acting by and through San Francisco City  
 17 Attorney David Chiu, Allergan Finance, LLC (f/k/a Actavis, Inc., which, in turn, was f/k/a Watson  
 18 Pharmaceuticals, Inc.), and Allergan Limited (f/k/a Allergan plc, which, in turn, was f/k/a Actavis  
 19 plc).

20       2.       This Court has jurisdiction over the subject matter of this lawsuit and over all the  
 21 Parties.

22       3.       Entry of this Order is in the public interest and reflects a negotiated settlement  
 23 among the Parties, the terms of which shall be governed by the laws of the State of California.

24       4.       The Court finds that the Allergan-San Francisco Agreement was entered into in good  
 25 faith.

26       5.       It is the intent of the Parties that this Order not be admissible in other cases against  
 27 Settling Defendants or binding on Settling Defendants in any respect other than in connection with  
 28 the enforcement of this Order or the Allergan-San Francisco Agreement.

6. No part of this Order, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Settling Defendants.

7. No part of this Order or of the Allergan-San Francisco Agreement shall create a private cause of action or confer any right to any third party for violation of any federal or state statute.

8. Settling Defendants do not admit any violation of common or statutory law, and do not admit any wrongdoing that was or could have been alleged by the Plaintiffs before the date of the Order under those laws.

9. This Order is made without adjudication of any issue of fact or law in the Action as to Settling Defendants or any finding of liability or wrongdoing of any kind by Settling Defendants.

10. This Order shall not be construed or used as a waiver or limitation of any defense otherwise available to Settling Defendants in any other action, or of Settling Defendants' right to defend from, or make any legal or factual arguments in, any other regulatory, governmental, private party, or class claims or suits relating to the subject matter or terms of this Order.

By this Judgment, the Allergan-San Francisco Agreement is hereby approved by the Court.

11. This Court shall retain jurisdiction over the Parties for the limited purpose of enforcing the Allergan-San Francisco Agreement and this Order, and it may hold any further proceedings and enter any separate orders, necessary to effectuate the provisions of the Allergan-San Francisco Agreement and resolve any disputes thereunder.

12. Allergan Limited consents to the jurisdiction of this Court for that limited purpose.

13. The entry of this Consent Judgment constitutes a full and final dismissal with prejudice of the Action as between the Plaintiffs and the Settling Defendants.

**IT IS SO ORDERED.**

DATED: September 26, 2023

  
THE HONORABLE CHARLES R. BREYER  
UNITED STATES DISTRICT JUDGE